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14 Ozzy Venegas

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 SOUTHERN DIVISION

18 Ozzy Venegas,

19 Plaintiff,

20 vs.

21 Navient Solutions, LLC,

22 Defendant.

Case No.:

**COMPLAINT FOR DAMAGES**

**FOR VIOLATIONS OF:**

- 1. THE TELEPHONE CONSUMER PROTECTION ACT;**
- 2. THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

**JURY TRIAL DEMANDED**

1 Plaintiff, Ozzy Venegas (hereafter “Plaintiff”), by undersigned counsel, brings  
2 the following complaint against Navient Solutions, LLC (hereafter “Defendant”) and  
3  
4 alleges as follows:

5 **JURISDICTION**

6 1. This action arises out of Defendant’s repeated violations of the  
7  
8 Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”), and repeated  
9 violations of the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788,  
10 *et seq.* (“Rosenthal Act”).  
11

12 2. Jurisdiction of this Court arises under 47 U.S.C. § 227(b)(3), Cal. Civ.  
13 Code 1788.30(f), 28 U.S.C. § 1331 and 28 U.S.C. § 1367.  
14

15 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where  
16 the acts and transactions giving rise to Plaintiff’s action occurred in this district and/or  
17 where Defendant transacts business in this district.  
18

19 **PARTIES**

20 4. Plaintiff is an adult individual residing in Anaheim, California, and is a  
21 “person” as defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).  
22

23 5. Plaintiff is a “debtor” as defined by Cal. Civ. Code § 1788.2(h).

24 6. Defendant is a business entity located in Wilkes-Barre, Pennsylvania, and  
25 is a “person” as the term is defined by 47 U.S.C. § 153(39) and Cal Civ. Code §  
26 1788.2(g).  
27  
28

1           7. Defendant, in the ordinary course of business, regularly, on behalf of  
2           itself or others, engages in the collection of consumer debts, and is a “debt collector”  
3  
4           as defined by Cal. Civ. Code § 1788.2(c).

5  
6                           **ALLEGATIONS APPLICABLE TO ALL COUNTS**

7           8. Plaintiff is a natural person allegedly obligated to pay a debt asserted to  
8           be owed to Defendant.

9  
10          9. Plaintiff’s alleged obligation arises from a transaction in which property,  
11          services or money was acquired on credit primarily for personal, family or household  
12          purposes and is a “consumer debt” as defined by Cal. Civ. Code § 1788.2(f).

13  
14          10. At all times mentioned herein where Defendant communicated with any  
15          person via telephone, such communication was done via Defendant’s agent,  
16          representative or employee.

17  
18          11. At all times mentioned herein, Plaintiff utilized a cellular telephone  
19          service and was assigned the following telephone number: 714-XXX-7480 (hereafter  
20          “Number”).

21  
22          12. Defendant placed calls to Plaintiff’s Number in an attempt to collect a  
23          debt.

24  
25          13. The aforementioned calls were placed using an automatic telephone  
26          dialing system (“ATDS”) and/or by using an artificial or prerecorded voice  
27          (“Robocalls”).  
28

1           14. When Plaintiff answered Defendant's calls, he either heard a prerecorded  
2 message instructing him to hold for the next available representative or he heard the  
3 line ringing as though he had initiated the call.

5           15. During a live conversation that occurred on or about April 20, 2017,  
6 Plaintiff, speaking with a representative named Julianne, requested that Defendant  
7 cease all further calls to his number.

9           16. Ignoring Plaintiff's request, Defendant continued to call his number using  
10 an ATDS and/or Robocalls.

12           17. Defendant's calls directly and substantially interfered with Plaintiff's  
13 right to peacefully enjoy a service that Plaintiff paid for and caused Plaintiff to suffer  
14 a significant amount of anxiety, frustration and annoyance.

16  
17                                   **COUNT I**  
18           **VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT, 47**  
19                                   **U.S.C. § 227, et seq.**

20           18. Plaintiff incorporates by reference all of the above paragraphs of this  
21 complaint as though fully stated herein.

23           19. The TCPA prohibits Defendant from using, other than for emergency  
24 purposes, an ATDS and/or Robocalls when calling Plaintiff's Number absent  
25 Plaintiff's prior express consent to do so. *See* 47 U.S.C. § 227(b)(1).

27           20. Defendant's telephone system has the earmark of using an ATDS and/or  
28 using Robocalls in that Plaintiff, upon answering calls from Defendant, either heard a

1 prerecorded message instructing him to hold for the next available representative or he  
2 heard the line ringing as though he had initiated the call.  
3

4 21. Defendant called Plaintiff's Number using an ATDS and/or Robocalls  
5 without Plaintiff's consent in that Defendant either never had Plaintiff's prior express  
6 consent to do so or such consent was effectively revoked when Plaintiff requested that  
7 Defendant cease all further calls.  
8

9 22. Defendant continued to willfully call Plaintiff's Number using an ATDS  
10 and/or Robocalls knowing that it lacked the requisite consent to do so in violation of  
11 the TCPA.  
12

13 23. Plaintiff was harmed and suffered damages as a result of Defendant's  
14 actions.  
15

16 24. The TCPA creates a private right of action against persons who violate  
17 the Act. *See* 47 U.S.C. § 227(b)(3).  
18

19 25. As a result of each call made in violation of the TCPA, Plaintiff is  
20 entitled to an award of \$500.00 in statutory damages.  
21

22 26. As a result of each call made knowingly and/or willingly in violation of  
23 the TCPA, Plaintiff may be entitled to an award of treble damages.  
24

25 **COUNT II**

26 **VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION**  
27 **PRACTICES ACT, Cal. Civ. Code § 1788, et seq.**  
28



- 1 D. Statutory damages of \$1,000.00 for knowingly and willfully committing  
2 violations pursuant to Cal. Civ. Code § 1788.30(b);  
3  
4 E. Costs of litigation and reasonable attorneys' fees pursuant to Cal. Civ.  
5 Code § 1788.30(c);  
6  
7 F. Punitive damages; and  
8  
9 G. Such other and further relief as may be just and proper.

10 **TRIAL BY JURY DEMANDED ON ALL COUNTS**  
11

12  
13 DATED: July 11, 2018

TRINETTE G. KENT

14 By: /s/ Trinette G. Kent  
15 Trinette G. Kent, Esq.  
16 Lemberg Law, LLC  
17 Attorney for Plaintiff, Ozzy Venegas  
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